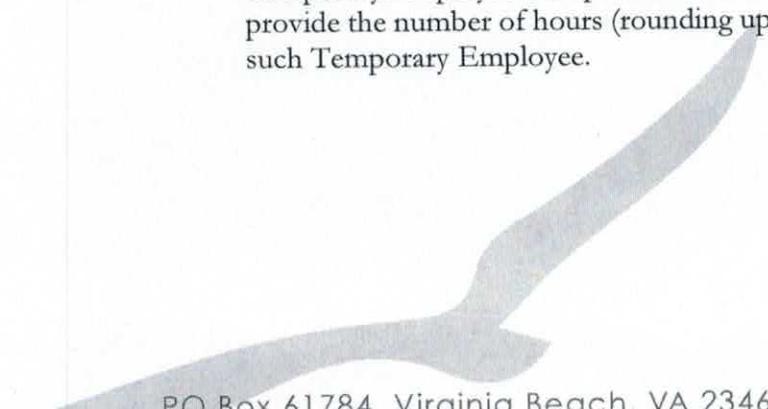


# **EXHIBIT 3**



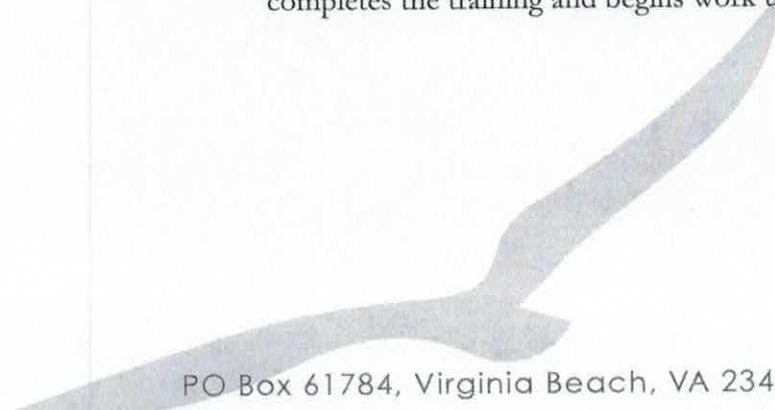
2. Rates: Rates quoted in **Attachment A** ("Schedule of Fees and Services") are valid for one year from the date of execution of this Agreement by both parties, except that Blue retains the right to make proportionate adjustments to the rates in response to any change in applicable statutory wage requirements. Blue shall notify Customer of any changes to rates resulting from changes in wage requirements and such change will take effect 30 days after notice. On each anniversary of the execution of this Agreement, Blue may provide Customer new rates immediately which shall be effective until the next anniversary date.
3. Orders: Customer shall submit Orders by email or in person specifying the number and classification of Temporary Employees needed, the estimated number of days each is needed, and the date on which the assignment commences. The Order shall note any special requirements and if it is anticipated that work will be necessary on weekends or holidays. Coordinator shall notify Customer of Blue's acceptance of the Orders. All Orders from Customer to Blue are subject to this Agreement's terms.
4. Non-solicitation of Temporary Employees: Except pursuant to this Agreement's "Direct Hire" clause, Customer agrees not to solicit, recruit, or hire as direct employees of Customer or any of its affiliates any of the Temporary Employees while they are employed by Blue or for 90 days thereafter. This Paragraph does not apply to Customer Provided Personnel.
5. Direct Hire: It shall not be a breach of the Non-solicitation provision in Paragraph 3, if Customer or its affiliates hire a Temporary Employee only if: (1) Customer is current on all invoices issued to Customer by Blue up to the proposed date of direct hire; and (2) Customer pays to Blue a "Direct Hire Fee" equal to 3.5% of what Customer would be required to pay to Blue for the services of the Temporary Employee(s) in a 2,000-hour year (*i.e.*, 2000 X hourly rate X 0.035). The 90-day period in the non-solicitation provision does not apply to any former Temporary Employees who were involuntarily discharged by Blue.
6. Man-hour worked reporting: Each Tuesday, Customer shall submit a report showing the hours worked the prior work week by each Temporary Employee. The report must identify each Temporary Employee who performed work for Customer during the work week and, for each, provide the number of hours (rounding up to the nearest tenth of an hour) performed by each such Temporary Employee.



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7. Invoices, payment, and interest: Invoices are issued weekly. Payment on all invoices is due within thirty (30) days of the date of the invoice. Customer agrees to pay 1.5% interest, compounded monthly, for all invoiced amounts not paid within thirty (30) days of the date of the invoice.
8. Workplace safety: Customer agrees to provide a safe working environment for Temporary Employees. Blue will provide generally applicable safety training to Temporary Employees. Customer remains responsible for providing appropriate safety training specific to Customer's Site and the tasks assigned to each Temporary Employee.
9. Compliance: Customer warrants that it is in compliance with all applicable federal, state, and local statutes, regulations, and ordinances governing the payment, treatment, hiring, retention, or safety of workers on Customer's Site, including (but not limited to) Temporary Employees.
10. Notice of Non-Compliance: Customer shall notify Blue in writing of any claim or report of a violation of any applicable federal, state, and local statutes, regulations, and ordinances affecting Temporary Employees employed at Customer's Site within two (2) business days of receipt of such report and shall cooperate in Blue's investigation into any such claim or report.
11. Training and certification: Customer will not assign any Temporary Employee to any task for which the Temporary Employee lacks proper training or certification. Customer is solely responsible for providing Temporary Employees all training or certification necessary for performance of duties assigned by Customer and beyond that which Blue has notified Customer that the Temporary Employee has received. Training that Customer will provide to Temporary Employees (when appropriate) includes (but is not limited to) welding and brazing tests and the safe operation of any cranes, man lifts, brake shears, stationary saws, and cutting equipment that Customer will assign any Temporary Employee to operate. Time spent by a Temporary Employee in training provided by Customer to perform any task for Customer constitutes compensable working time to which the full hourly rate for the applicable Temporary Employee classification applies. Changes in a Temporary Employee's classification will not be billed under the rate for the new classification until the Temporary Employee completes the training and begins work under the new classification.



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12. Drug screening: Blue will provide drug screening for Temporary Employees in accordance with Blue's Workplace Drug Policy. Customer shall immediately notify Blue if it suspects that any Temporary Employee is under the influence of or impaired by the use of alcohol or any illegal drugs while working at Customer's Site.
13. Personal protective equipment: Blue will provide general use personal protective equipment ("PPE") to Temporary Employees and will train Temporary Employees on the use of any PPE issued to them by Blue. Blue will provide and document respirator fit tests and respirator training to any Temporary Employee whose assignment requires the use of a respirator. Customer will identify in advance each assignment with the reasonable likelihood of requiring the use of a respirator by a Temporary Employee. Customer is responsible for providing any PPE specific to its site and the tasks assigned to Temporary Employees. Customer is responsible for ensuring that Temporary Employees use appropriate PPE while on Customer's Site or performing any task for or at the direction of Customer. If any Temporary Employee fails to comply with PPE requirements, Customer will suspend work by the Temporary Employee and will immediately notify Blue of the Temporary Employee's non-compliance.
14. Temporary Employee assignments: Customer is responsible for assigning, directing, and controlling the work of Temporary Employees. Customer may assign a Temporary Employee to supervisory tasks and roles for which the Temporary Employee is qualified, and Customer retains sole responsibility for any act or omission of such a Temporary Employee while in a supervisory role.

Temporary Employees may only work under the supervision, direction, or control of Customer, its employees, or other Temporary Employees assigned by Customer to a supervisory role. Customer's rights under this Agreement may not be assigned to any other person or entity without Blue's express written prior consent to the specific assignment.

15. Indemnification: Customer will defend, indemnify, and hold Blue harmless from any and all costs, expenses, claims, losses, damages, fines, penalties, settlements, or liabilities of any kind arising out of (1) a violation or alleged violation by Customer of any applicable federal, state, or local law, statute, regulation, or ordinance related to the payment, treatment, hiring, retention, or safety of workers, including, but not limited to, laws related to unlawful

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discrimination; (2) Customer's failure to maintain a safe working environment, including (but not limited to), Customer's violation of any applicable OSHA standard or Customer's negligence; (3) the assignment of a Temporary Employee to any task for which the Temporary Employee lacked proper training or certification; (4) any negligence or willful misconduct of Customer; or (5) any act or omission of a Temporary Employee acting in a supervisory capacity for Customer. "Customer" as used in this paragraph includes Customer's officers, employees, agents, representatives, affiliates, or contractors at any tier.

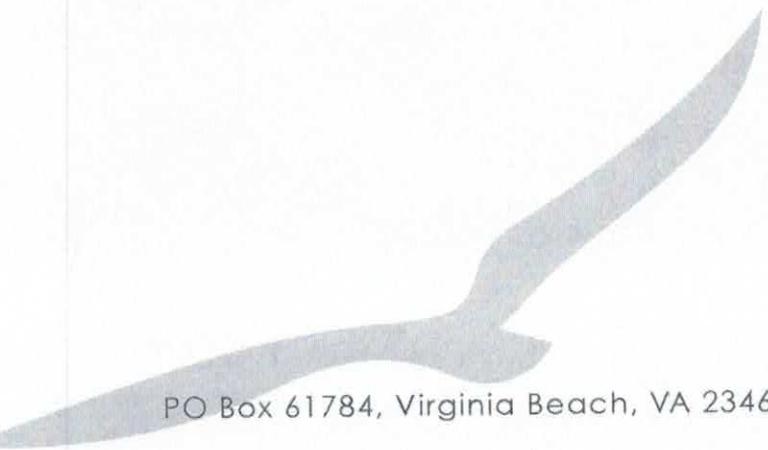
16. Order cancelation and "show up" pay: Customer will pay for a minimum of two (2) hours of work by each Temporary Employee who reports to Customer's Site under an Order, regardless of whether the Temporary Employee actually performs any work. Unless Customer notifies the Coordinator, in writing, of a change or cancelation of an Order by noon the workday prior to the day the Temporary Employees are scheduled to report, Customer shall pay a late cancelation fee equal to the hourly rate x2 for each Temporary Employee scheduled to report.
17. Equipment storage: Customer will provide a secure area for gang boxes, trailers, or other equipment storage as required by the assigned tasks.
18. No waiver, modification: The failure of Blue to insist on strict compliance with any provision of this Agreement shall not be construed as a waiver of that provision in any later instance. The terms of this Agreement may not be changed, altered, modified, limited, or extended, unless such agreement be expressed in writing and signed by Blue.
19. Entire Agreement: This Agreement, it's Attachments A, and Orders issued by Customer and accepted by Blue constitute the entire agreement between Blue and Customer, and supersede all prior representations, agreements (including prior versions), understandings, and communications between Blue and Customer related to the subject matter and negotiation of this Agreement.
20. Choice of law, venue: This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia and any dispute regarding its performance or breach shall be litigated solely in a court of competent jurisdiction in Norfolk, Virginia, which both parties agree shall have personal jurisdiction over them for any suit arising out of or related to this Agreement.

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21. Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which constitute one and the same Agreement. The Agreement will be considered executed when original signatures have been exchanged or when signatures have been exchanged via facsimile or electronic transmission, including, without limitation, signatures delivered in portable document format (pdf). Signatures exchanged in such manner shall be as legally binding as originals.
22. Headings: All headings are for convenience and shall not affect the construction of this Agreement.

[SIGNATURE PAGES FOLLOW]



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BLUE STAFFING AGENCY, LLC

SIGNATURE: Ymcordero

NAME: YEIDY CORDERO

TITLE: PRESIDENT

EXECUTION DATE: 11/27/2017

CUSTOMER: Harbor Industrial Services

SIGNATURE: 

NAME: Rolando Fajardo

TITLE: President

EXECUTION DATE: 11/27/2017

[TEMPORARY SERVICES AGREEMENT SIGNATURE PAGE]

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ATTACHMENT A  
to Blue Staffing Agency, LLC  
Temporary Services Agreement

Schedule of Fees and Services

Date: 11/27/2017

Customer:

Temporary Services Agreement date: November 27,2017

Customer agrees to pay to Blue the following hourly rates for Temporary Employees in the listed trade classifications. Classifications apply to employees based on the terms of the Order under which they are supplied, regardless of what work Customer assigns the Temporary Employee to perform.

<u>Trade Classification</u>	<u>Regular Time Rate</u>	<u>Overtime Rate</u>
Fire Watch	<u>\$16.80</u>	<u>\$25.20</u>

Temporary Employees in trade classifications not listed above will be billed at a rate to be defined in advance by Customer and Blue.

Customer Provided Personnel will be billed at **Forty Percent (40%)** the rate of pay Customer requests for provided personnel.

This Schedule of Fees and Services supersedes any prior Schedule of Fees and Services associated with the Temporary Services Agreement between Customer and Blue.

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